

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: **OCT 12 2006**

LEASE NO. GS-11B-01924

THIS LEASE, made and entered into this date by and between 4601 North Fairfax Drive Investors, LLC, A Delaware Limited Liability Company

whose address is: c/o Lincoln Property Company  
4601 North Fairfax Drive, Suite 1115  
Arlington, Virginia 22203

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 76,987 BOMA Rentable square feet (BRSF) equivalent to 67,453 BOMA Office Area square feet (BOASF) of office and related space, consisting of 14,339 BRSF (12,423 BOASF) on the 2<sup>nd</sup> floor, 20,662 BRSF (18,130 BOASF) on the 3<sup>rd</sup> floor, 20,993 BRSF (18,445 BOASF) on the 4<sup>th</sup> floor, 20,993 BRSF (18,455 BOASF) on the 5<sup>th</sup> floor at the building known as Ballston One located at 4601 North Fairfax Drive, Arlington, Virginia 22203.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) YEAR FIRM TERM beginning December 1, 2006 though November 30, 2016 and shall be subject to renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$2,665,742.56 (\$39.52/BOASF) or \$34.63 per BRSF), payable at the rate of \$222,145.21 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be in addition to Operating Expense and Tax adjustments provided during the lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to: 4601 North Fairfax Drive Investors, LLC, c/o Lincoln Property Company 4601 North Fairfax Drive, Suite 1115, Arlington, Virginia 22203. Notwithstanding the above, the first four (4) months of rent for the firm term shall be abated, which is equivalent to an abatement of \$888,580.85.

4. Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of 4% of the firm term value of this lease. The total amount of the commission is \$1,030,753.79. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego 37% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$381,378.90. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

The rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in rent shall commence immediately after the first four (4) month's rental payments are abated, as indicated in paragraph 3 of this Standard Form 2.

\$222,145.21 of the Commission Credit of \$381,378.90 shall be applied to the entire Fifth Month's rent and the remaining Commission Credit of \$159,233.69 shall be applied to the Sixth Month's Rent. Therefore, the adjusted Sixth Month's Rent due by the Government shall be \$62,911.52.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A) All services, improvements, alterations, repairs, and utilities as defined by this lease.
- B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$38.30 per BOASF (\$33.56 per BRSF) Tenant Improvement allowance amortized at 0.0% over the initial term equaling \$3.83 per BOASF. The total amount of the Tenant Improvement allowance is \$2,583,449.90. The Government shall be entitled to utilize the Tenant Improvements allowance to pay for any improvements performed by the Lessor at the Government's expense.

LESSOR

- C) The Lessor & Government agree that any unused portion of the Tenant Improvement Allowance will be credited as a lump sum rental credit.
- D) The adjustment for vacant premises shall be \$1.00/ BOASF per annum.
- E) The shell lease rate is \$28.39/BOASF (\$24.87/ BRSF), which shall be flat during the firm term of the Lease.
- F) The Real Estate Tax Base shall be established and then taxes shall be adjusted annually in accordance with Paragraph 3.4 of SFO 06-017. The Government's percentage of Occupancy is 31.87% for tax purposes. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal (not to exceed 25% of the tax savings for any one-year appealed assessment).
- G) Pursuant to Paragraph 3.10 of the SFO, the "Common Area Factor" is calculated to be 1.141%, as calculated: 76,987 BRSF/67,453 BOASF.
- H) The Government shall provide the Lessor with a Program of Requirements (POR) in sufficient detail for the Lessor to perform Design Intent Drawings (DIDs). If the Government makes changes to the DIDs inconsistent with the POR, or changes to the Construction Drawings inconsistent with the Government approved DIDs, the Lessor shall have such time as is reasonable to make the changes and that the Government shall bear the costs and additional time resulting from such modifications or changes.
- I) The base rate for annual operating costs adjustments is \$6.40 per BRSF, which shall be adjusted annually by the CPI in accordance with Paragraph 3.6 of SFO 06-017.
- J) The overtime rate for HVAC is \$40.00 per hour per floor.
- K) The Lessor shall complete the 8 correction items outlined in Attachment #4, Fire Protection and Life Safety Report, prior to Government occupancy.
- L) If there is any conflict between this SF-2 and the balance of the lease, the terms specified in this SF-2 shall govern.

6. The following are attached and made a part hereof:

- A) Floor plans of leased area, 4 pages;
- B) Solicitation for Offers #06-017, 42 pages;
- C) Amendment #1, 2 pages;
- D) Attachments #1 (Rate Structure), 1 page; Attachment #2 (Construction Schedule), 1 page; Attachment #3, (Scope of Work), 2 pages; GSA Form 1364, 2 pages; Exhibit A to GSA Form 1364, 1 page;
- E) Attachment #4, Fire & Life Safety, 15 pages;
- F) GSA Form 1217, Lessor's Cost Statement, 3 pages;
- G) GSA Form 3517B (rev 11/05), General Clauses, 33 pages;
- H) GSA Form 3518 (rev 7/04), Representations And Certifications, 8 pages;
- I) Small Business Subcontracting Plan, 7 pages;
- J) Rider #1, Fire Protection and Life Safety, 1 page
- K) Security Rider, 6 pages

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

INITIALS	
Lessor	Govt
<i>[Signature]</i>	<i>[Signature]</i>

LESSOR: 4601 NORTH FAIRFAX DRIVE INVESTORS, LLC, a Delaware limited liability company  
By: UBS Realty Investors LLC, a Massachusetts limited liability company, its Manager

(b) (6)

SIGNATURE: Stuart Feinberg

Director

TITLE:

IN PR

(b) (6)

NAME:

51 W. 52<sup>nd</sup> St. New York, NY  
ADDRESS: 10019

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

(b) (6)

BY

(Signature)

Contracting Officer

(Official title)

printed name: Santoni W. Graham

*[Handwritten signatures]*

# BALLSTON ONE

4601 N. FAIRFAX DRIVE, ARLINGTON (BALLSTON), VA

LINCOLN PROPERTY COMPANY

SUITE 200= 14,339 RSF

12,423 ANSI/BOMA  
OFFICE AREA

AVAILABLE IMMEDIATELY

NEIL ALT  
(703) 284-5868  
NALT@LPC.COM

(b) (5), (b) (7)(F)

INITIALS	
Lessor	Gov't
<i>ALT</i>	<i>ALT</i>

# BALLSTON ONE

4601 N. FAIRFAX DRIVE, ARLINGTON (BALLSTON), VA

LINCOLN PROPERTY COMPANY

THIRD FLOOR

20,662 RSF

18,130 ANSI/BOMA OFFICE AREA

AVAILABLE IMMEDIATELY

NEIL ALT  
(703) 284-5868  
NALT@LPC.COM

(b) (5), (b) (7)(F)

(b) (5), (b) (7)(F)

INITIALS	
Lessor	Gov't.
<i>JA</i>	<i>RS</i>

# BALLSTON ONE

4601 N. FAIRFAX DRIVE, ARLINGTON (BALLSTON), VA

LINCOLN PROPERTY COMPANY

FOURTH FLOOR

20,993 RSF

18,445 ANSI/BOMA OFFICE AREA

AVAILABLE IMMEDIATELY

NEIL ALT  
(703) 284-5868  
NALT@LPC.COM

(b) (5), (b) (7)(F)

INITIALS	
Lessor	Gov't
<i>[Signature]</i>	<i>[Signature]</i>

# BALLSTON ONE

4601 N. FAIRFAX DRIVE, ARLINGTON (BALLSTON), VA

LINCOLN PROPERTY COMPANY

FIFTH FLOOR

20,993 RSF

18,455 ANSI/BOMA OFFICE AREA

AVAILABLE IMMEDIATELY

NEIL ALT

(703) 284-5868

NALT@LPC.COM

(b) (5), (b) (7)(F)

INITIALS	
LESSOR	GO
<i>JA</i>	<i>JS</i>